

A. G. Contract No. KR94-0191-TRN  
JPA No.: 93-177  
ECS File No.: 94-77  
Project: STP-053(32) *H2729 05D*  
State Route 87  
Section: McDowell Road to  
Shea Boulevard

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY

THIS AGREEMENT is entered into 3 November, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY, acting by and through its TRIBAL COUNCIL (the "SRP-MIC").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The SRP-MIC is empowered to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the SRP-MIC.

3. The SRP-MIC is planning on constructing a drainage channel located south of Oak Street as indicated on Exhibit "A", attached hereto and made a part hereof, (the "Drainage Channel").

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>19125</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/03/94</u>
<u>Richard H. Hickey</u> Secretary of State
By <u>Vicky Greenwood</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Upon concurrence of the State Transportation Board, allocate for FY 95 \$690,000.00 for perpetual non-exclusive use of the Drainage Channel.

b. Be responsible for the quality of water discharged from the State's roadway.

c. Upon the payment of \$50,000.00, transfer to the SRP-MIC design and construction documents which the State had prepared for use in conjunction with its anticipated reconstruction of State Route 87.

d. After completion of the Drainage Channel and upon its inspection and acceptance by the State and receipt of a grant of easement for perpetual non-exclusive use and maintenance, remit payment to SRP-MIC of \$690,000.00.

e. Maintain the Drainage Channel after acceptance.

### 2. The SRP-MIC will:

a. Upon receipt of the design and construction documents, reimburse the State \$50,000.00.

b. Construct the Drainage Channel pursuant to the said design and construction document and as the State and the SRP-MIC may agree in writing to modify them.

c. Be responsible for the quality of water discharged from the SRP-MIC's land outside of the State's roadway easement.

d. Upon completion of the Drainage Channel, consent to the grant by the Secretary of the Interior to the State of an easement for the perpetual non-exclusive use of the Drainage Channel for the purposes of depositing water from State Route 87 and maintaining the Drainage Channel.

e. Allow the State access to the Drainage Channel for periodic inspection of the Drainage Channel during construction.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

3. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

4. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by binding arbitration utilizing the services of the American Arbitration Association or any other similar body pursuant only to the authority of 25 U.S.C. § 416a(c).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Nona Baheshone  
Community Development Department  
Salt River Pima-Maricopa Indian Community  
Route 1, Box 216  
Scottsdale, AZ 85256

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

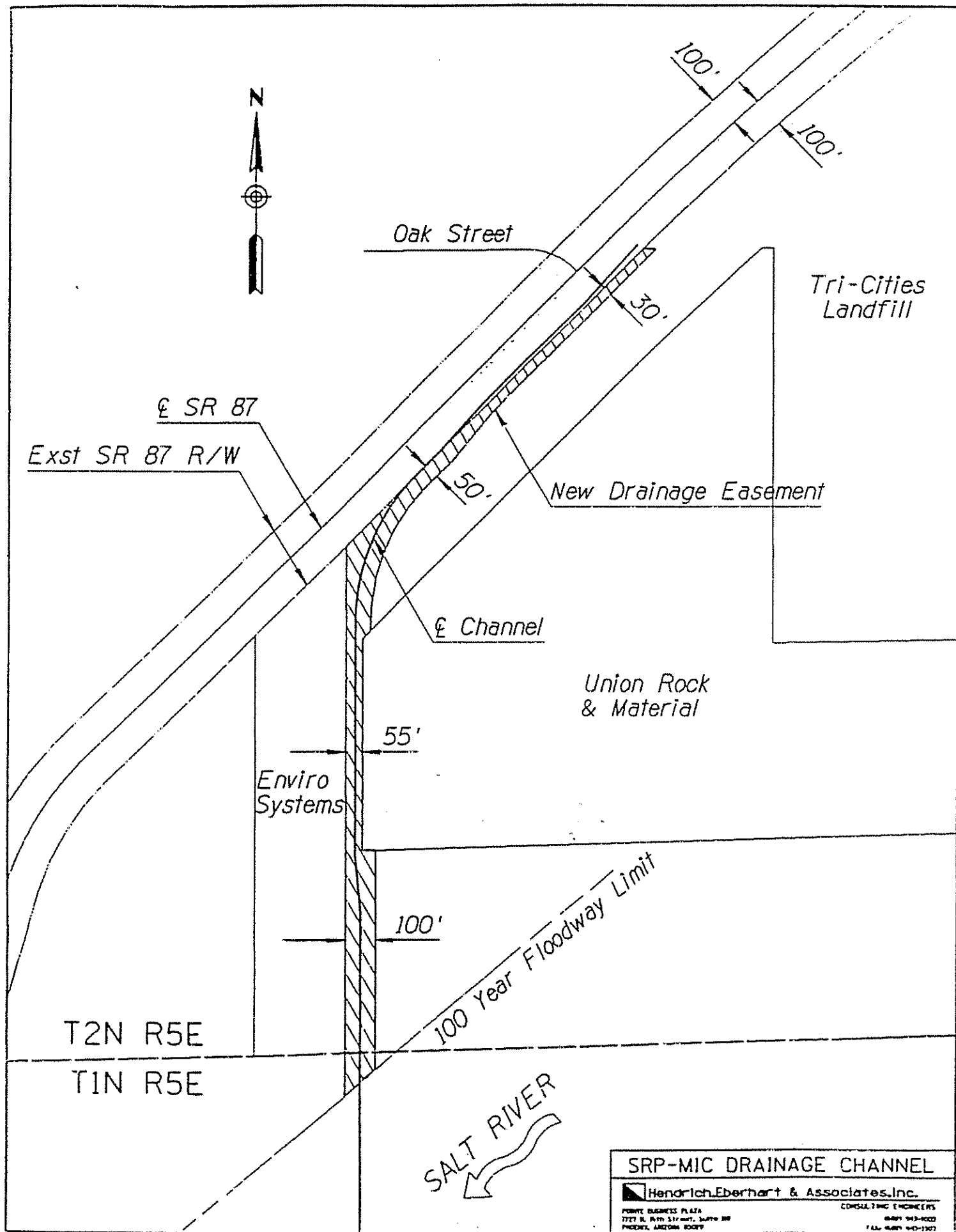
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY**

**STATE OF ARIZONA**  
Department of Transportation

By Ivan Makil  
IVAN MAKIL Date  
President

By Robert P. Mickelson  
ROBERT P. MICKELSON, P.E.  
Chief Deputy State Engineer

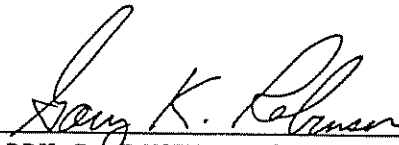


<b>SRP-MIC DRAINAGE CHANNEL</b>	
<b>Hendrich Eberhart &amp; Associates, Inc.</b>	
PO BOX 1111 1111 N. 11th Street, Suite 111 PHOENIX, ARIZONA 85001	CONSULTING ENGINEERS 1987 913-1000 FAX 913-1107

RESOLUTION

BE IT RESOLVED on this 25th day of January 1994, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Salt River Pima-Maricopa Indian Community, for the purpose of defining responsibilities to design and construct a drainage channel, located south of Oak Street, in conjunction with the State's improvements to SR 87.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

For:   
\_\_\_\_\_  
LARRY S. BONINE, Director  
Arizona Department of  
Transportation

**SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY**  
Route 1, Box 216  
Scottsdale, Arizona 85256

**RESOLUTION NUMBER: SR-1623-95**

**WHEREAS**, the Arizona Department of Transportation (ADOT) has planned to widen the State Route 87 (Beeline Highway) from the McDowell Road intersection to Shea Boulevard intersection; and

**WHEREAS**, the Salt River Pima-Maricopa Indian Community has planned to construct a drainage channel located south of Oak Street as indicated on Exhibit "A" to the Intergovernmental Agreement between the State of Arizona and the Salt River Pima-Maricopa Indian Community; and

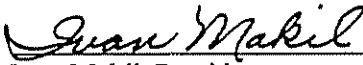
**WHEREAS**, the Salt River Pima-Maricopa Indian Community Council has reviewed the proposed Intergovernmental Agreement between the State of Arizona and the Salt River Pima-Maricopa Indian Community.

**NOW, THEREFORE, BE IT RESOLVED** by the Salt River Pima-Maricopa Indian Community Council that it authorizes the President or Vice President to execute the Intergovernmental Agreement for and in behalf of the Community.

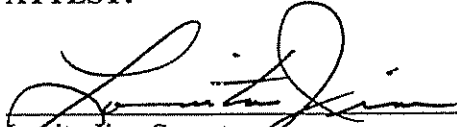
**C E R T I F I C A T I O N**

Pursuant to the authority contained in Article VII, Section 1 (h) of the Constitution of the Salt River Pima-Maricopa Indian Community, ratified by the Tribe, February 28, 1990, and approved by the Secretary of the Interior, March 19, 1990, the foregoing resolution was adopted this 5th day of October, 1994, at a duly called meeting held by the Community Council in Salt River, Arizona at which a quorum of 7 members were present by a vote of 7 for; 0 opposed; 2 excused.

**SALT RIVER PIMA-MARICOPA  
INDIAN COMMUNITY COUNCIL**

  
Ivan Makil, President

**ATTEST:**

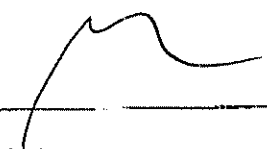
  
Lonita Jim, Secretary

JPA 93-177

APPROVAL OF  
THE SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY  
TRIBAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY and declare this agreement to be in proper form and within the powers and authority granted to the Tribe under the laws of the Tribe.

DATED this 8th day of SEPTEMBER, 1994.

  
\_\_\_\_\_  
Tribal Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-0191-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of September, 1994.

GRANT WOODS  
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8577G